

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Qualified Target Industry Project

**DEPARTMENT:** Economic Development

**DIVISION:** Operations

**AUTHORIZED BY:** William McDermott

**CONTACT:** Shani Beach

**EXT:** 7135

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a resolution recognizing Project Cumberland as a Qualified Target Industry (QTI) project; approve and authorize the Chairman to execute an interlocal agreement with the City of Lake Mary to provide 50% of the \$20,000.00 local match requirement; and providing an appropriation of \$10,000.00 as local participation in the QTI tax refund program.

County-wide

Bill McDermott

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**BACKGROUND:**

Project Cumberland is considering relocating their corporate headquarters to Seminole County, specifically Lake Mary (1000 Primera Blvd.), and adding 20 new high-level jobs with an average annual salary of at least \$73,920.00, which is 200% of the county's current average annual wage. Additionally, the renewable energy/biofuel industry is a target sector for the State and Central Florida. The anticipated capital investment for this project is \$658,000, which includes new research and development equipment purchases as well as tenant improvements.

The total QTI award is \$100,000.00 in accordance with the QTI program; local governments are required to provide a 20% match, which in this case would be \$10,000.00 for Seminole County. The City of Lake Mary will vote on an interlocal agreement with the County to fund the project in the amount of \$10,000.00 on November 1. Funds are available in the Economic Development budget to cover this request.

The project is consistent with stated economic development priorities of Seminole County in several respects. The job creation is consistent with the development of high value added job opportunities within the County as stated in the JGI Ordinance, Section 1 (b) The project location and industry sector is consistent with the stated objectives of Seminole County's Economic Development Strategy, and the Metro Orlando EDC and Enterprise Florida Economic Development goals.

**STAFF RECOMMENDATION:**

Staff recommends approval of this project.

**ATTACHMENTS:**

1. Resolution
2. QTI Refund Calculation
3. Agreement
4. ROI Form

<b>Additionally Reviewed By:</b> No additional reviews
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# QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM

RESOLUTION NO: \_\_\_\_\_

A RESOLUTION BY THE GOVERNING BOARD OF SEMINOLE COUNTY, FLORIDA FINDING THAT PROJECT CUMBERLAND BE APPROVED AS A QUALIFIED APPLICANT PURSUANT TO S.288.106, FLORIDA STATUTES; AND PROVIDING AN APPROPRIATION OF \$10,000.00 AS LOCAL PARTICIPATION IN THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM FOR FISCAL YEARS 2008/09 THROUGH 2012/13, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE GOVERNING BOARD OF SEMINOLE COUNTY, FLORIDA as follows:

WHEREAS, the business is the Corporate Headquarters for Renewable Energy/Biofuel, **PROJECT CUMBERLAND**; and

WHEREAS, **PROJECT CUMBERLAND** intends to relocate their corporate headquarters to Seminole County to be located in Lake Mary. Anticipated capital investment will include \$658,000 for new research and development and other equipment and tenant improvements; and

WHEREAS, **PROJECT CUMBERLAND** will create 20 new high-level jobs by the end of 2008. These jobs will be professional and specialized with an average salary of at least \$73,920.00; and

WHEREAS, It is acknowledged that local participation of a 20% match, of which Seminole County will provide 50% and the City of Lake Mary will provide 50% for a combined total of \$20,000.00, is required and understood;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF SEMINOLE COUNTY, FLORIDA that the Board hereby recommends, **PROJECT CUMBERLAND** be approved as a Qualified Target Industry Business pursuant to S.288-106, Florida Statutes.

**BE IT FURTHER RESOLVED** that the necessary commitment of local financial support for the Qualified Target Industry Business for the Qualified Target Industry Tax Refund Program exists in an amount not to exceed \$10,000.00, that this amount will be paid to the Florida Economic Development Trust Fund as required, in accordance with the Office of Tourism, Trade and Economic Development guidelines, with the stipulation that these funds are intended to represent the "local participation" pursuant to S. 288-106, Florida Statutes.

This resolution shall take effect immediately upon its adoption.

**DULY ADOPTED BY THE GOVERNING BOARD OF SEMINOLE COUNTY, FLORIDA THIS 13TH DAY OF NOVEMBER, 2007.**

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

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**Chairman**

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**Clerk**

# Total Refund / Exhibit A

## Calculation of Phased QTI Refunds for Project Cumberland

Potential Per Job Award Amt.

**\$ 5,000.00**

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total Jobs
Jobs	20						20
	12/31/2008						

### Potential Total QTI Refunds

	Yr. 1-2008	Yr. 2-'09	Yr. 3-'10	Yr. 4-'11	Yr.5-'12				
Phase 1	25,000	25,000	25,000	25,000					
Phase 2		-	-	-	-				
Phase 3			-	-	-	-			
Phase 4				-	-	-	-		
Phase 5					-	-	-	-	
Phase 6						-	-	-	-
Total:	25,000	25,000	25,000	25,000	-	-	-	-	-
State:	20,000	20,000	20,000	20,000	-	-	-	-	-
Local:	5,000	5,000	5,000	5,000	-	-	-	-	-
Total QTI: \$ 100,000 State: \$ 80,000 Local: \$ 20,000									

**PROJECT CUMBERLAND  
QUALIFIED TARGET INDUSTRY TAX REFUND  
INTERLOCAL AGREEMENT  
CITY OF LAKE MARY**

**THIS AGREEMENT** is made and executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as "COUNTY" and **CITY OF LAKE MARY**, whose address is 100 North Country Club Road, Lake Mary, Florida 32746, hereinafter referred to as "CITY" for the purpose of facilitating CITY's and COUNTY's Qualified Target Industry ("QTI") award to Project Cumberland.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY and CITY are mutually desirous of entering into a cooperative venture to facilitate award of a QTI tax refund to Project Cumberland;

**WHEREAS**, COUNTY and CITY have each agreed to make a QTI award to Project Cumberland in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) and each agrees that the covenants of this Agreement represent the most practical, economic, and beneficial means to accomplish the parties objectives relating to the management of those awards; and

**WHEREAS**, both parties hereby represent, each to the other, that they are legally empowered to enter into this Agreement and have done all steps necessary and incidental to the execution of this Agreement; and

**WHEREAS**, this Agreement is authorized under the provisions of Chapter 163, Florida Statutes, which authorizes the exercise by Agreement of two (2) or more public agencies of any power common to them,

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**SECTION 1. RECITALS.** The recitals set forth above are true and correct and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions associated with parties' joint management of the structures and oversight of a QTI award to Project Cumberland.

**SECTION 3. TERM.** The initial term of this Agreement begins upon execution of this Agreement by the parties and shall remain in effect for a period of six (6) years or until terminated by either party after first giving thirty (30) days written notice.

**SECTION 4. CITY'S RESPONSIBILITIES.**

(a) CITY agrees to pay to COUNTY its portion of the QTI award for Project Cumberland in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) upon approval and execution of this Agreement.

(b) CITY agrees that COUNTY will provide complete oversight, monitoring, and management of the QTI award to Project Cumberland

including oversight, monitoring, and management for that portion of the award paid by CITY.

**SECTION 5. COUNTY'S RESPONSIBILITIES.**

(a) COUNTY agrees to provide complete oversight, monitoring, and management of the QTI award to Project Cumberland on behalf of COUNTY and CITY.

(b) On an annual basis, COUNTY shall make required reimbursement for the Project Cumberland expansion project costs directly to the State of Florida for the entire local matched amount, CITY and COUNTY, of the QTI award.

(c) As they are obtained from Project Cumberland, COUNTY shall forward copies of annual project reports required by the State of Florida to CITY and further agrees to notify CITY when all obligations under the QTI award have been satisfied.

(d) In the event of Project Cumberland's failure to comply with its responsibilities under the QTI award, COUNTY agrees to refund to CITY such QTI award monies as remain unpaid from CITY's contribution to the award at the time of said default.

**SECTION 6. NOTICES.**

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the



parties designate the following as the respective places for giving of notice, to wit:

**For COUNTY:**

William McDermott, Director  
Economic Development Department  
1055 AAA Blvd., Suite 145  
Heathrow, FL 32746

**For CITY:**

John C. Litton, City Manager  
City of Lake Mary  
100 N. Country Club Rd.  
Lake Mary, FL 32746

(b) The parties may effect changes or substitution to the names and addresses of the contact persons by written notice to the other party which notice can also be sent via facsimile transmission, provided that a record of such communications shall be maintained by both parties.



**SECTION 7. TERMINATION.** Anything else in this Agreement to the contrary notwithstanding, this Agreement may be terminated by either party upon giving thirty (30) days written notice to the other party.

**SECTION 8. INSURANCE REQUIREMENTS.** Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

**SECTION 9. INDEMNIFICATION.**

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents thereof.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY and CITY beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

**SECTION 10. INDEPENDENT CONTRACTORS.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting CITY, including its officers, employees, and agents, the agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. The parties are to be and shall remain independent contractors with respect to all services performed under this Agreement.

**SECTION 11. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue under or by reason hereof to or for the benefit of any third party not a formal party hereto.

**SECTION 12. EQUAL OPPORTUNITY EMPLOYMENT.** The parties agree that they will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during

employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 13. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

**SECTION 14. INTERPRETATIONS.** In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement including exhibits or attachments hereto, if any, this Agreement shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

**SECTION 15. FORCE MAJEURE.** In the event any party hereunder fails to satisfy in a timely manner any requirements imposed by this Agreement due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be in default hereunder provided, however, that performance shall recommence upon such event ceasing its effect.

**SECTION 16. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment, or alteration in the terms or conditions

contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 17. SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared severable.

**SECTION 18. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

**SECTION 19. PUBLIC RECORDS.** Each party shall allow public access to all documents, papers, letters, or other materials which have been made or received in conjunction with this Agreement in accordance with Chapter 119, Florida Statutes.

**SECTION 20. RECORDS AND AUDITS.** The parties agree to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection.

**Section 21. Conflicts Of Interest.**

(a) The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their

obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5 percent), either directly or indirectly, in the business of the party to be conducted hereunder; that no such person shall have any such interest at any time during the term of this Agreement; and that no person shall use any monies derived under this Agreement for lobbying the legislature in contravention of Section 216.347, Florida Statutes. The occurrence of an event of ethics violation as envisioned herein shall be grounds for unilateral termination of this Agreement by the non-offending party.

**SECTION 22. COMPLIANCE WITH LAWS AND REGULATIONS.** In performing under this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the acts contemplated to be performed herein, including those now in effect and hereafter adopted. Any material violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

**SECTION 23. DISPUTE RESOLUTION.** Disputes shall be resolved in accordance with any dispute resolution agreements pertaining to the parties and the provisions of Chapter 164, Florida Statutes.

**SECTION 24. CONSTRUCTION OF AGREEMENT.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that each of the parties have contributed substantially and materially to the preparation hereof.

**SECTION 25. HEADINGS.** All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**SECTION 26. ENTIRE AGREEMENT.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. This Agreement shall bind the parties, their assigns, and successors in interest.

**SECTION 27. EXHIBITS.** Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

**SECTION 28. COUNTERPARTS.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

***(End of Agreement - Signature Page Follows)***

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

CITY OF LAKE MARY

\_\_\_\_\_  
CAROL FOSTER, City Clerk

By: \_\_\_\_\_  
THOMAS GREENE, Mayor

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
KATIE REISCHMANN, City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.



By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AEC:jjr  
10/29/2007  
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<b>Name of Company</b>	Project Cumberland
<b>Taxable Value/Capital Investment</b>	\$658,000
<b>Company Information:</b>	Corporate Hq.
<b>Proposed Location:</b>	1000 Primera Blvd
<b>Incentive Award</b>	\$ 10,000

<b>Taxing Entities (Ad Valorem):</b>	<b>Rate</b>	<b>Tax (\$)</b>
Countywide/General Fund	0.0043578	\$ 2,867
Countywide/Transportation	0.0001068	\$ 70
Countywide/Debt Service	0.0001451	\$ 95
St. Johns River Water Management District	0.0004158	\$ 274
School Board	0.0074130	\$ 4,878
Lake Mary	<b>0.0035797</b>	\$ 2,355
 Total		<u>\$ 10,540</u>

\*2007 millage rates (<http://www.seminoletax.org/SCTAXEST.HTM#Millage%20Chart>)

<b>County Only</b>	<b>Return of Ad Valorem</b>
Seminole County/General Fund Only	3.5 Years
Seminole County/All BCC Millages	3.3 Years

<b>All countywide</b>	<b>Return of Ad Valorem</b>
Countywide	0.9 Years